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Electronically FILED by
Superior Court of California,
County of Los Angeles
9/19/2023 11:50 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Ayala, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

AMY KUNEY; LAUREN SNYDER; KIMBERLY ABOLTIN; JOSEPH DURAY; CARLANN MATZ; CECILIA CANO; PETER MOLINARI; MILA SPIGOLON; JILL ROOZENBOOM; MARY CAMERON ROGERS; ANGEL GARET; EVELINA CARTASOVA; AIDAN GOULDING; ZIMO LI; LUCIA KRAMARCZUK; GABRIEL BERISTAIN; ANA FRANCHESCA ROUSSEAU; STEPHEN KIMS; ALEXANDRA KESHEN; AND WARREN PAUL BROCKETT, AS SUCCESSOR IN INTEREST TO CATHERYN BROCKETT (DECEASED),

Plaintiffs,

vs.

SEYMOUR, LLC; RITZ PROPERTIES, INC.; CEPM, INC.; CANON EQUITY PARTNERS, LLC; AND DOES 1 THROUGH 50, INCLUSIVE,

Defendants.

Case No.: 23STCV22597

COMPLAINT

1) Breach of Implied Warranty of Habitability
2) Negligent Violation of Statutory Duty
3) Negligent Maintenance of Premises
4) Nuisance
5) Negligence (Personal Injury)
6) Negligence (Latent Defects)
7) Negligence (Common Use Area)

JURY TRIAL DEMAND

1. Plaintiffs Amy Kuney, Lauren Snyder, Kimberly Aboltin, Joseph Duray, Carlann

Matz, Cecilia Cano, Peter Molinari, Mila Spigolon, Jill Roozenboom, Mary Cameron Rogers, Angel Garet, Evelina Cartasova, Aidan Goulding, Zimo Li, Lucia Kramarczuk, Gabriel Beristain, Ana Franchesca Rousseau, Stephen Kims, Alexandra Keshen, and Warren Paul Brockett, as Successor in Interest to Catheryn Brockett (Deceased) (here collectively "Plaintiffs" or "Tenants") are or were residents in 10 of the 18 units of the Chateau Laurier, a multi-family apartment building located in Los Angeles, California, in Los Angeles County (the "Chateau".)

2. Defendant SEYMOUR, LLC ("Seymour"), is a California limited liability company and at times here referenced, was engaged in the business of real estate investing in Los Angeles County.

3. Defendant RITZ PROPERTIES, INC. ("Ritz"), is a California corporation and at times here referenced, was engaged in the business of real estate in Los Angeles County.

4. Defendant CEPM, INC., ("CEPM"), is a California corporation and at times here referenced, was engaged in the property management business in Los Angeles County.

5. Defendant CANON EQUITY PARTNERS, LLC ("CEP") is a California limited liability company and at times here referenced, was engaged in the business of residential rental real estate in Los Angeles County.

6. Defendants Seymour, Ritz, CEPM, and CEP are here collectively referred to as the "Defendants".

7. Plaintiffs do not know the true names, capacities, or bases for liability of defendants sued as DOES 1 through 50. Each such fictitiously named defendant is responsible in some manner for the acts, omissions and/or damages here alleged. Plaintiffs will seek leave of Court to amend this Complaint once the true names and capacities of said DOE defendants have been ascertained.

8. In doing the things hereinafter alleged, Defendants, including those defendants names as Does, acted as the agents and/or employees of one or more Co-Defendant(s), acting purportedly within the course and scope of their agency and/or employment, and with the knowledge, consent, approval and ratification of one or more Co-Defendant(s) in performing the acts and omissions herein alleged. Whenever in this Complaint reference is made to

"Defendants", such allegation shall be deemed to mean Defendants acting individually, jointly and/or severally.

BACKGROUND FACTS

9. At all times mentioned in this Complaint, Defendants owned, operated, maintained, and/or controlled the Chateau apartment building located at 4353 West Fifth Street, Los Angeles, 90020, in the County of Los Angeles, California.

10. As of the date of this filing, Plaintiffs Amy Kuney, Lauren Snyder, Kimberly Aboltin, Joseph Duray, Carlann Matz, Cecilia Cano, Peter Molinari, Mila Spigolon, Jill Roozenboom, Mary Cameron Rogers, Angel Garet, Evelina Cartasova, Aidan Goulding, Zimo Li, and Lucia Kramarczuk are all current and paying tenants of Defendants, and the residents of Chateau apartments O, U, T, M, D, A, H, K and L, respectively ("Current Tenants.")

11. Plaintiffs Gabriel Beristain, Ana Franchesca Rousseau, Stephen Kims, Alexandra Keshen, and Warren Paul Brockett, as successor in interest to Catheryn Brockett (deceased), were prior paying tenants of Defendants, and resided in Chateau apartments D, E, L, and D, respectively ("Prior Tenants.")

12. On or about October 26, 2022, the hot water boiler for the Chateau exploded in the basement. Due to extensive rust and corrosion, the exhaust piping collapsed onto the furnace's gas burner and caused combustion that resulted in toxic gases emanating beyond the basement and throughout the multiple floors of the building, including into the resident apartments. On that same night, at approximately 11 pm, the Los Angeles Fire Department arrived at the Chateau in response to tenant 911 calls and the building alarms sounding. The Fire Department professionals reported high levels of poisonous gases present throughout the building. All residents were required to be awakened and instructed to ventilate their apartments, and the Southern California Gas Company ("SoCal Gas") was immediately contacted.

13. Early the following morning, on October 27, 2022, at approximately 4:15 a.m., SoCal Gas arrived at the Chateau and conducted its inspection for poisonous gases. The SoCal Gas professional confirmed an abundance of toxic gases present throughout the building, including both methane (CH4) and carbon monoxide (CO). The SoCal Gas representative also

confirmed findings of methane leaks in apartments U, Z, F and L due not to the boiler collapse, but to faulty installation of appliances, which leaks had apparently been ongoing for many years.

14. Despite Tenants' repeated requests for repairs, Defendants have engaged in a long term pattern of deferred maintenance for the Chateau, choosing instead to either not have the maintenance work done, or conduct it in the most minimal manner possible. Often, what work was done was performed by unlicensed handymen or the prior building manager, neither having the necessary skills to get the job done correctly. The result has been inferior work that is neither code compliant, nor best practices; and hence, the neglect of requisite maintenance and poor quality repairs have caused the building systems to fail as a routine occurrence. For these reasons, Tenants were and continue to be subjected to frequent disruptions in building services, including as a non-exclusive list: (i) multiple days without heat, missing or nonfunctioning radiators; (ii) no hot water, the inability to regulate water temperature, low water pressure or no water at all; (iii) corroded plumbing that spews debris, clogged kitchen and bathroom sinks, toilets that neither fill nor flush properly, water leaks under sinks; (iv) cracked floor tiles, broken wood floors, spongy wood rot beneath carpet, nails protruding from carpet, buckling carpet that is old and a trip hazard; (v) defective and dangerous electrical wiring, nonoperational electric outlets; (vi) cracked paint and falling plaster from walls and ceilings, structural weaknesses in the walls, rain welts and distortions in ceilings, leaking walls and ceilings; (vii) carbon monoxide detectors not to code, alarms routinely going off, door handles that do not work, mailboxes broken for nearly 6 months, the parking garage door failing to open; (viii) no internet service; (ix) water leaks from deteriorated external walls with holes, leaking kitchen and bedroom windows, including around window panes; (x) sewage leaks that have caused ceilings to collapse, water leaks in the basement, leaks in the attic when it rains; (xi) broken windows, windows that do not close – at all or securely – weather stripping that is curled and peeling off; (xii) cracked and aging kitchen counters; (xiii) a foul sulfur odor that wafts through the building on windy days suggestive of hydrogen sulfide (H2S) present where water pools between pipes and internal walls; and (xiv) moisture coming through walls sufficient to support mushroom growth, with repeat findings of stachybotrys (black mold) in multiple apartments.

15. The boiler explosion of October 26, 2022, was an exceptionally dangerous occurrence that could have been prevented but for Defendants' neglect of routine maintenance. It is also representative of the state of disrepair to which Defendants have allowed the Chateau to fall, so much so that the building is now showing signs of Sick Building Syndrome. Tenants allege that as a consequence of Defendants' negligent actions and inaction, Tenants have needlessly been exposed to deadly gases, in varying concentrations over multiple years, including methane, carbon monoxide, and on information and belief, hydrogen sulfide. In addition, in differing amounts over multiple years, Tenants have been exposed to black mold.

16. These substandard conditions in the Chateau have deprived Tenants of the quiet enjoyment of their premises, as they have battled the discomfort of being cold without adequate heat and to suffer personal injuries and property damages. The personal injuries suffered by Plaintiffs have ranged from respiratory issues such as shortness of breath, water in lungs, asthma, wheezing and coughing, to headaches, dizziness, brain fog, chronic fatigue syndrome, allergy symptoms, excessive stress, anxiety, nausea, miscarriages, inability to sleep, depression, and even death. Property damages include increased electric bills from space heater use because the radiators were missing or not functioning properly or at all, to the costs of individually making repairs the Defendants would not perform, to Ubers called because the Tenant's car is unable to exit the parking garage, to drapes needing to be replaced due to water damage, to missed days of work, to damage to furniture, to relocation costs while toxic mold is remediated in the Tenant's apartment, to medical and veterinary costs for Tenants and their pets to get checked for poisonous gases.

FIRST CAUSE OF ACTION

BREACH OF IMPLIED WARRANTY OF HABITABILITY

17. Plaintiffs re-allege and incorporate by reference the allegations made in paragraphs 1 through 16 above, as though fully restated here.

18. All Tenants entered into written leases with Defendants (or at least one of them as applicable), correlated to each Plaintiff's respective tenancy. These leases state the terms of each Plaintiff's tenancy, including the specific premises that were rented and the monthly rental

amounts payable to the Defendants as landlords. Implied in each Tenant's lease was and is the warranty that the subject premises are habitable.

19. In accordance with the corresponding rental agreement, each Prior Tenant entered into possession of the premises and continued to occupy their unit until they vacated it; and each Current Tenant took possession of their unit and is still a resident at the Chateau as of the date of this filing.

20. During each Plaintiff's tenancy, their respective unit became evermore unfit for human occupation as it became apparent there had been substantial failures in compliance with applicable building and housing code standards as they materially affect tenants' health and safety.

21. More specifically, during the time each Plaintiff lived in the premises, including as of the date of this filing for Current Tenants, the units were and are uninhabitable as described in paragraph 14 above. At the time Plaintiffs moved into the premises, none of these conditions was known to them. But after the boiler collapse of October 26, 2022 (as described in paragraph 12 above), each of the Current Tenants became increasingly aware of these numerous defective and dangerous conditions. (*See*, ¶14, *supra*.) As experts evaluated the damage from the boiler collapse, Prior Tenants learned for the first time the causes of the various injuries they had experienced and suffered when then lived in the Chateau.

22. Commencing early in each Tenant's residency at the Chateau, and continuing through the date of this filing for the Current Tenants, Plaintiffs repeatedly notified Defendants, both orally and in writing, of the defective and dangerous conditions described in this Complaint and requested that Defendants have them repaired. In response, Defendants have either failed and refused to repair them, or not repaired them within a reasonable time, or repaired them so poorly that the repairs need to be re-done, or not made the repairs at all.

23. Meanwhile, per the terms of the corresponding leases, Defendants continued to collect rent from Plaintiffs during their respective tenancies in the average amount of $2,500 per month for many consecutive years.

24. The premises as they existed in their defective and dangerous condition had in some cases no rental value whatsoever or reasonable rental values less than the rents collected as will be proven at trial.

25. As a proximate result of Defendants' breach of their implied warranty of habitability and their failure to repair the defective and dangerous conditions or to have them repaired within a reasonable time or at all, Plaintiffs sustained general damages in the amount of the difference between actual rents paid and reasonable rental values, if any, per month, for a total sum as will be proved at trial.

26. As a further proximate result of Defendants' breach of their implied warranty of habitability and their failure to repair the defective and dangerous conditions or to have them repaired within a reasonable time or at all, Plaintiffs suffered property damage and economic loss in such total amount as will be proved at trial. As a further proximate result of Defendants' maintenance of the nuisance, Plaintiffs suffered discomfort and annoyance, all to Tenants' general damage, for a total sum as will be proved at trial.

SECOND CAUSE OF ACTION

LANDLORD'S VIOLATION OF STATUTORY DUTY

27. Plaintiffs re-allege and incorporate by reference the allegations made in paragraphs 1 through 26 above, as though fully restated here.

28. At all times mentioned in this Complaint, the provisions of California Health and Safety Code Section 17920.3 imposed a statutory duty on Defendants as landlords to maintain the Chateau in a habitable condition as therein more specifically defined.

29. During their respective tenancies, including as of the date of this filing for the Current Tenants, Plaintiffs have lived in their respective apartments as their home and residence, consistent with the intended purposes of the Chateau.

30. At all times here mentioned, Defendants have carelessly and negligently owned, maintained, operated, and controlled the Chateau in violation of California Health and Safety Code Section 17920.3, as more specifically described in paragraph 14 above. As such, the Chateau has become a "substandard" building as described in Health & Safety Code Section

17920.3, resulting in its becoming dangerous and unsafe for Plaintiffs who have suffered and continue to suffer the consequences of Sick Building Syndrome.

31. As a proximate result of Defendants' negligent failure to maintain and operate the Chateau as required by California Health and Safety Code Section 17920.3, Plaintiffs have suffered serious emotional and physical distress, all to their general damage according to proof at trial.

32. As a further proximate result of Defendants' negligent failure to maintain and operate the Chateau as required by California Health and Safety Code Section 17920.3, Plaintiffs incurred and some Plaintiffs are still incurring medical and related expenses, all to their further damage as will be proved at trial.

33. As a further proximate result of Defendants' negligent failure to maintain and operate the Chateau as required by California Health and Safety Code Section 17920.3, Plaintiffs have suffered property damage and economic loss in such total sum according to proof at trial.

THIRD CAUSE OF ACTION

NEGLIGENT MAINTENANCE OF PREMISES

34. Plaintiffs re-allege and incorporate by reference the allegations made in paragraphs 1 through 33 above, as though fully restated here.

35. Under the provisions of California Civil Code Section 1941, Defendants are required to put the premises in a condition fit for human occupation before renting them and to repair all subsequent dilapidations that render the premises untenantable.

36. During Plaintiffs' tenancies, Defendants so negligently owned, maintained, and repaired the premises as to cause them to be unfit for human occupation in that the premises substantially failed to comply with applicable building and housing code standards that materially affect the health and safety of tenants.

37. Specifically, as a proximate result of Defendants' negligence during Plaintiffs' respective tenancies, the premises were uninhabitable and unfit for human occupation as described in paragraph 14 above. At the time Plaintiffs initially moved into the premises, none of

these conditions was known to them, though early in each Tenant's residency, Tenants became increasingly aware of these numerous defective and dangerous conditions. (*See*, ¶14, *supra*.)

38. Commencing early in each Tenant's residency at the Chateau, and continuing through the date of this filing for the 15 Current Tenants, Plaintiffs repeatedly notified Defendants both orally and in writing of the defective and dangerous conditions described in this Complaint and requested that Defendants have them repaired. In response, Defendants have either failed and refused to repair them, or not repaired them within a reasonable time, or repaired them so poorly that the repairs need to be re-done, or not made the repairs at all.

39. As a proximate result of Defendants' negligence and their failure to repair the defective and dangerous conditions or to have them repaired within a reasonable time or at all, as alleged above, Plaintiffs have suffered serious emotional and physical distress, all to their general damage according to proof at trial.

40. As a further proximate result of Defendants' negligence and their failure to repair the defective and dangerous conditions or to have them repaired within a reasonable time or at all, Plaintiffs incurred and some Plaintiffs are still incurring medical and related expenses, all to their further damage as will be proved at trial.

41. As a further proximate result of Defendants' negligence and their failure to repair the defective and dangerous conditions or to have them repaired within a reasonable time or at all, as alleged above, Plaintiffs have suffered property damage and economic loss all to their further damage in such total sum according to proof at trial.

FOURTH CAUSE OF ACTION

NUISANCE

42. Plaintiffs re-allege and incorporate by reference the allegations made in paragraphs 1 through 41 above, as though fully restated here.

43. The defective and dangerous conditions of the premises as alleged in this Complaint constituted and continue to constitute a nuisance within the meaning of California Civil Code Section 3479 and California Code of Civil Procedure Section 731 in that they

deprived and continue to deprive Plaintiffs of the safe, healthy, and comfortable use of the premises.

44. As a proximate result of Defendants' maintenance of the nuisance, Plaintiffs suffered discomfort and annoyance, all to their general damage in such total sum as will be proved at trial.

45. As a further proximate result of Defendants maintenance of the nuisance, Plaintiffs suffered property damage and economic loss all to their further damage according to proof at trial.

46. As a further proximate result of Defendants' maintenance of the nuisance, Plaintiffs incurred and some Plaintiffs are still incurring, medical and related expenses, all to their further damage as will be proved at trial.

FIFTH CAUSE OF ACTION

NEGLIGENCE

(PERSONAL INJURY)

47. Plaintiffs re-allege and incorporate by reference the allegations made in paragraphs 1 through 46 above, as though fully restated here.

48. Defendants failed to exercise ordinary care in the management of the Chateau by deferring requisite maintenance or not properly performing the needed maintenance as more specifically described in paragraph 14 above.

49. As a proximate result of the negligence of Defendants, Plaintiffs were, and some Plaintiffs still are, seriously injured in their health, strength, and activity, sustaining injury to body, and shock and injury to their nervous systems and person, and among others, sustained the personal injuries described in paragraph 16 above, all of which injuries have caused, and continue to cause for some of the Plaintiffs, great mental, physical, and nervous pain and suffering.

50. Plaintiffs are informed and believe and thereon allege that the injuries as described (in paragraph 16 above) have resulted in some permanent disability to some of the Plaintiffs, including most tragically, untimely death in the case of Ms. Catheryn Brockett, all according to proof at trial.

51. As a further proximate result of the negligence of Defendants, some of the Plaintiffs employed physicians and surgeons to examine, treat, and care for them, and did incur and will continue to incur medical and incidental expenses. The exact amount of these expenses is unknown to Plaintiffs at this time but will be determined according to proof at trial.

52. At the time of the events described in this Complaint Plaintiffs were gainfully employed in different professions including acting, writing, consulting and air travel safety (serving as a flight attendant.) As a further proximate result of the negligence of Defendants as alleged in this Complaint, some Plaintiffs were prevented from attending to their usual occupations, all to their loss of earnings in a total damage amount as will be proved at trial.

53. By reason of the negligence of Defendants, some Plaintiffs will in the future be prevented from attending to their usual occupations for an undetermined period of time, all to their damage in a sum unknown to them at this time, but as will be proved at trial.

SIXTH CAUSE OF ACTION

NEGLIGENCE

(FAILURE TO DISCLOSE LATENT DEFECTS)

54. Plaintiffs re-allege and incorporate by reference the allegations made in paragraphs 1 through 53 above, as though fully restated here.

55. During some of Plaintiffs' tenancies, specifically those living in units L and U, SoCal Gas recently determined faulty installation of appliances caused methane leaks in those apartments since the date of those installations until they were properly repaired. (*See*, ¶13, *supra*.)

56. At the time these appliances were improperly installed in apartments L and U, and at all subsequent times here mentioned, those units were dangerous and unsafe for use by residents in view of these latent defects. On information and belief Plaintiffs allege that at all material times here mentioned, Defendants knew or should have known that these appliance installations had not been performed by licensed professionals and therefore were likely to cause a dangerous and unsafe condition. Yet at no time prior to the boiler collapse (*see*, ¶12, *supra*)

were these appliance installations correctly repaired, or the units checked for toxic gas leaks, or the residents in these units told of this dangerous and unsafe condition.

57. At all times mentioned in this Complaint, Plaintiffs living in units L and U were unaware that their apartments were dangerous and unsafe as the dangerous and unsafe condition was not apparent to, nor discoverable by them through the exercise of ordinary care on their part. This was especially the case on windy days when a sulfur odor would waft through the Chateau thereby making it difficult to smell any gas leak, and as further was exacerbated by the loss of smell some Plaintiffs experienced while suffering from Covid 19. (*See*, ¶13, *supra*.)

58. On information and belief, Plaintiffs livings in units L and U allege they have suffered personal injuries as a consequence of exposure to these toxic gas leaks, incurring such medical and related expenses as will be proved at trial.

SEVENTH CAUSE OF ACTION

NEGLIGENCE

(NEGLIGENT RETENTION OF PORTION OF PREMISES UNDER LANDLORD'S CONTROL FOR COMMON USE)

59. Plaintiffs re-allege and incorporate by reference the allegations made in paragraphs 1 through 58 above, as though fully restated here.

60. After a series of break-ins at the Chateau, Defendants installed a security gate for the protection of those tenants, including some Plaintiffs, who paid and continue to pay additional rent to park behind the building.

61. However, at all relevant times, Defendants so negligently maintained the gate that the motor failed and was not repaired or replaced, resulting in the gate becoming nonoperational. Yet at all corresponding times, Defendants have continued to collect additional rent for multiple Plaintiffs' use of this parking area adjacent to the Chateau.

62. As a proximate result of Defendants' careless and negligent ownership, operation, maintenance, and control of this parking area behind the Chateau, Plaintiffs allege on information and belief that this area has become increasingly dangerous and unsafe for use by tenants,

including those Plaintiffs who pay additional rent to park there, and who have as a consequence suffered damages as will be proved at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray judgment be entered in their favor against Defendants and each of them, as follows:

On ALL CAUSES OF ACTION as applicable:

1. For general damages according to proof.
2. For damage to personal property and economic loss according to proof.
3. For loss of earnings according to proof.
4. For all medical and related expenses according to proof.
5. For relocation expenses according to proof.
6. For an order requiring Defendants to repair and restore the Chateau to code.
7. For attorneys' fees and costs of suit herein incurred.
8. For such other and further relief as this Court may deem just and proper.

JURY TRIAL DEMAND

Plaintiffs hereby request trial of all issues by jury.

DATED: September 13, 2023 RIBAS LEGAL

By: Cynthia M. Ribas
Cynthia M. Ribas

Attorney for Plaintiffs Amy Kuney, Lauren Snyder, Kimberly Aboltin, Joseph Duray, Carlann Matz, Cecilia Cano, Peter Molinari, Mila Spigolon, Jill Roozenboom, Mary Cameron Rogers, Angel Garet, Evelina Cartasova, Aidan Goulding, Zimo Li, Lucia Kramarczuk, Gabriel Beristain, Ana Franchesca Rousseau, Stephen Kims, Alexandra Keshen, and Warren Paul Brockett, as Successor in Interest to Catheryn Brockett (Deceased)